

PROCUREMENT NOTICE

LEGAL NOTICE

REQUEST FOR PROPOSAL No. 2014-0908 BIOMEDICAL RESEARCH

The Connecticut Department of Public Health is seeking proposals for biomedical research projects in the fields of heart disease, cancer and other tobacco-related diseases, Alzheimer's disease, stroke and diabetes.

Contract Period: May 1, 2014 to April 30, 2016.

Request for Proposals:

The Request for Proposals is available in electronic format from:

- Connecticut Department of Public Health "Request for Proposals" Web page
http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav_GID=1601
- State Contracting Portal
http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1

A printed copy of the RFP can be obtained from the Official Contact at DPH upon request:

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Connecticut Department of Public Health
410 Capitol Avenue, MS# 13-PWD
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Hartford, CT 06134-0308
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Deadline for submission of proposals is no later than 4:00 PM, E.S.T., on October 21, 2013

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **RFP Number and Name.** RFP #2014-0908. Biomedical Research
2. **Summary.** The purpose of this RFP is to fund innovative, Connecticut-based biomedical research projects in the fields of heart disease, cancer and other tobacco-related diseases, Alzheimer's disease, stroke and diabetes.
3. **Commodity Codes.** The services that the agency wishes to procure through this RFP are:
 - 1000: Biomedical Research Services

B. ABBREVIATIONS/ACRONYMS/DEFINITIONS

C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DPH	Department of Public Health
E.S.T.	Eastern Standard Time
FOIA	Freedom of Information Act (CT)
IRB	Institutional Review Board
OPM	Office of Policy and Management (CT)
PD	Project Director
PI	Principal Investigator
PSA:	Personal Services Agreement
POS	Purchase of Service
RFP	Request for Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *Connecticut-based:* an applicant entity having its principal place of business in Connecticut
- *contractor:* a private provider organization, CT State agency, or municipality that enters into a PSA / MOA contract with the Department as a result of this RFP
- *department:* Connecticut Department of Public Health
- *proposer or applicant:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Department in response to this RFP
- *prospective proposer or applicant:* a private provider organization, CT State agency, or municipality that may submit a proposal to the Department in response to this RFP, but has not yet done so
- *subcontractor:* an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a PSA / MOA contract with the Department as a result of this RFP

■ C. INSTRUCTIONS

1. **Official Contact.** The DPH-designated Official Contact for this RFP is the only individual authorized to handle all related communications on behalf of the agency. Communication about this RFP with any other DPH employees, appointed officials, or personnel under contract to DPH is strictly prohibited. Violation of this instruction may risk disqualification from further consideration.

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Please ensure that e-mail screening software, if used, recognizes and accepts e-mail from the Official Contact.

2. **RFP Information.** The RFP and any amendments and other associated information are available in electronic format from the Official Contact or at the following Internet locations:

- Connecticut Department of Public Health RFP Web Page
http://www.ct.gov/dph/cwp/view.asp?a=3152&q=389676&dphNav_GID=1601
- State Contracting Portal
http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1

Printed copies of all documents are available from the Official Contact upon request.

Proposers or prospective proposers are advised to subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to DPH. DPH anticipates the following:

- **Total Funding Available:** \$2,696,665
- **Number of Awards:** up to 8
- **Contract Cost:** It is anticipated that each contract award resulting from this RFP will range from approximately \$300,000 to \$1,000,000
- **Contract Term:** May 1, 2014 to April 30, 2016 (Note: Proposals must be submitted for a twelve month period for both activities and budget. The contracts will have a time period of two years, to allow time for start-up issues (IRB approvals, hiring staff, etc.)

4. **Eligibility.** Applications to conduct new research or to enhance existing research projects will be accepted from Connecticut-based, nonprofit, tax-exempt academic institutions of higher education, or hospitals that conduct biomedical research.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

- Biomedical and behavioral research proposals involving clinical procedures on human subjects must demonstrate that proposers will engage physicians, as appropriate. Requirements of the proposer's institution may be a guide.
- Be in good standing with the Connecticut Department of Public Health for current and/or prior contracts as applicable.

6. **Procurement Schedule.** Dates after the due date for proposals are target dates only (*). DPH may amend the schedule, as needed. Any change will be posted as an amendment to this RFP on the [State Contracting Portal](#) and, if available, on the [DPH RFP Web page](#). All time references are local Eastern Standard Time (EST).

- RFP Planning Start Date: July 2, 2013
- RFP Released: August 26, 2013
- Letter of Intent (Optional) Due: September 6, 2013 by 4 p.m.
- Deadline for Questions: September 6, 2013 by 4 p.m.
- Answers Released: September 16, 2013
- RFP (Bidder's) Conference: *Not applicable*
- Answers Released (Round 2): *Not applicable*
- Proposals Due: October 21, 2013 by 4 p.m., E.S.T.
- (*) Proposer Selection: January 16, 2014
- (*) Start of Contract Negotiations: January 17, 2014
- (*) Start of Contract: May 1, 2014

7. **Letter of Intent (Optional).** Proposers who are considering responding to this RFP are asked (not required) to send written notice to the DPH Official Contact by 4 p.m. on September 6, 2013. The notice may be sent by US mail or e-mail

(with "RFP 2014-0908" in the subject line), and must contain the sender's name, mailing address, telephone number, fax number, and e-mail address.

8. Inquiry Procedures. All questions regarding the preparation of proposals in response to this RFP must be submitted by e-mail to the DPH Official Contact by the deadline specified above in the Schedule. Write "RFP 2014-0908" in the subject line. Early submission of questions is encouraged. Questions will not be accepted or answered in person or over the telephone. All questions received before the deadline will be answered. DPH will not answer anonymous or nuisance questions, questions unrelated to this RFP or the procurement process, or questions received after the deadline. DPH may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP and published on the [State Contracting Portal](#) and on the [DPH RFP web page](#) by the date listed in the Procurement Schedule. If an answer to a question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

9. RFP (Bidders) Conference. No RFP (Bidders) conference will be held.

10. Proposal Due Date and Submission Requirements. *Proposals must be delivered by US mail or courier and received by the Official Contact no later than 4 p.m. E.S.T. on October 21, 2013.* The Official Contact is the only authorized recipient of proposals. A postmark will not be accepted as the basis for meeting the submission deadline. *Faxed, e-mailed, and hand-delivered proposals will not be evaluated.* If using a courier (e.g., Federal Express), allow extra time for security and mailroom procedures. Proposals received after the deadline will not be evaluated.

An acceptable submission must include the following:

- **1 original, unbound proposal** (marked "Original");
- **2 conforming, unbound copies** (marked "Copy") of the original
- **1 conforming electronic copy** of the original proposal, included with the above documents. Labeled with the Name of Proposer and RFP Number

NOTE: The original proposal must be complete, properly formatted and outlined, and must carry original signatures. Unsigned proposals will not be evaluated.

NOTE: The electronic copy of the forms and narrative must be compatible with Microsoft Word 2003 and Microsoft Excel 2003 as appropriate.

Packaging and Labeling. The package containing the original and copies must be sealed, addressed to the Official Contact, and clearly marked with legal name and address of the proposer and "RFP #2014-0908". Non-conforming proposals may be opened as general mail and accepted by DPH as a clerical function, but they will not be evaluated.

11. Multiple Proposals. Multiple proposals from the same institution will be accepted, as long as the research proposals have different goals, **Principal Investigators, budgets and staff.** Each proposal submission must be properly formatted and outlined, etc., consistent with the instructions in Item 10 above, and must include all required DPH and OPM forms and attachments as specified in Sections III.C and D, IV, and V of this RFP.

12. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. A proposer that deems that certain information required by this RFP is confidential must label such information as "CONFIDENTIAL." In Section C of the proposal submission, the proposer must reference where the information labeled "CONFIDENTIAL" is located in the proposal. **EXAMPLE:** Section G.1.a. For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

Note that both the completed Project Work Plan/Research Plan Form and part of the Executive Summary will be incorporated as part of the contract for biomedical research if the applicant receives a grant award and cannot be declared CONFIDENTIAL.

NOTE: *If no restriction is applicable, the proposer must make a statement indicating "No confidential information contained" in the Declaration of Confidential Information section of the proposal.*

- 13. Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: “[name of proposer] has no current business relationship (within the last 3 years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”

■ D. Proposal FORMAT AND SUBMISSION

1. **Required Proposal Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and will not be evaluated.
2. **Cover Sheet.** The Cover Sheet is pages 1-2 of the proposal. Proposers must complete and use the Cover Sheet / Applicant Information Form provided (see Section V. ATTACHMENTS).
3. **Table of Contents.** All proposals must include a Table of Contents consistent with the required proposal outline (see Section IV, Proposal Outline).
4. **Executive Summary.** Proposals must include a high-level summary, **written in non-scientific language, not exceeding 2 pages**, of the main proposal and cost proposal. The principal investigator must complete the Executive Summary. For projects with multiple investigators, the lead investigator must be indicated. The Executive Summary must include the Title of the Project, the amount requested, the name of the principal investigator and any other investigators who will work on the project, the name of the Institution/Hospital, the names and affiliations of any collaborators **and a one-sentence summary of the project** (i.e., This Project’s purpose is to . . .).
5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV, Proposal Outline, and Section V, are not permitted and will not be evaluated. Furthermore, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Page Limits and Style Requirements.** Submitted proposals must conform to the following specifications:
 - Page Limit for Main Proposal Narrative of Project: Fourteen pages.
The Narrative section of the proposal, including, but not limited to, the hypothesis statement, statement of need, goals and measurable objectives, activities (including staff responsible), evaluation plan (including staff responsible), significance and impact of the research, timetable, Connecticut populations at risk that may benefit from the research, rationale for experiments, potential problems and alternative plans, must be limited to fourteen (14) pages. The following are **not included** as part of the narrative: the application forms (cover sheet, applicant information, budget/cost, position schedule/staffing, subcontractor information, work plan/research plan table, prior experience, Consulting Agreement Affidavit, Notification to Bidders form and Workforce Analysis form), the two-page Executive Summary, Other Support, Cost Allocation Plan, Table of Contents, CVs, references or the attachments.
 - Paper Size: 8.5 x 11 inches
 - Margins: 1 inch all around
 - Line Spacing: 1.5-line spacing for narrative, single spacing for Abstract and Work Plan
 - Print Style: single-sided
 - Font Size/Type: *Narrative and Abstract:* 11 point Times New Roman
Work Plan/Research Plan and Tables: 10 point Arial
 - Header: Proposer’s name, institution, and RFP number at the top of every page of the proposal, *including all forms*

- **Footer:** Page numbers--all pages, including attachments, numbered in sequence at the bottom center of each page, with the first page of the proposal beginning with page "1"
- **Binding Type:** Use a single binder clip only (no staples or other binding devices)
- All acronyms and abbreviations **MUST** be spelled out the first time they are used.

7. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the proposer must appear in the upper left corner of the envelope or package. **The RFP Number, "RFP # 2014-0908", must be clearly displayed on the envelope or package.** Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such proposals may be accepted by the Department as a clerical function, but will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** DPH intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, DPH will conform to its written procedures for procurements (pursuant to C.G.S. § 4-217) and the State Code of Ethics (pursuant to C.G.S. § 1-84 and 1-85).
2. **Screening Committee.** DPH will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. **Proposals that fail to comply with all instructions will be rejected without further consideration.** Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must: 1) be received on or before the due date and time; 2) meet the Proposal Format requirements; 3) follow the required Proposal Outline; and 4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. DPH will reject any proposal that deviates significantly from the requirements of this RFP.
4. **Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria (adapted from the National Institutes of Health enhanced review criteria [web link: [NOT-OD-09-025](#)] for the evaluation of applications for research grants and cooperative agreements received for potential FY2010 funding and thereafter). The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the proposal evaluation criteria and additional proposal evaluation considerations listed below will be used to evaluate proposals.

Proposal Evaluation Criteria

Overall Impact: Evaluators will provide an overall impact/priority score to reflect their assessment of the likelihood for the project to exert a sustained, powerful influence on the research field(s) involved, in consideration of the following evaluation criteria.

Note: While each of the scoring criteria receives a specific score, an evaluator's "proposal score" is not necessarily a mean of the criteria scores. Rather, each reviewer provides a final score based on their analysis of the overall proposal.

- **Significance**

Does the project address an important problem, or a critical barrier to progress in the field? If the aims of the project are achieved, how will scientific knowledge, technical capability, and/or clinical practice be improved? How will successful completion of the aims change the concepts, methods, technologies, treatments, services, or preventative interventions that drive this field?

- **Investigators**

Are the PD/PIs, collaborators, and other researchers well suited to the project? If Early Stage Investigators or New Investigators, or in the early stages of independent careers, do they have appropriate experience and training? If

established, have they demonstrated an ongoing record of accomplishments that have advanced their field(s)? If the project is collaborative or multi-PD/PI, do the investigators have complementary and integrated expertise; are their leadership approach, governance and organizational structure appropriate for the project?

- **Innovation**

Does the application challenge and seek to shift current research or clinical practice paradigms by utilizing novel theoretical concepts, approaches or methodologies, instrumentation, or interventions? Are the concepts, approaches or methodologies, instrumentation, or interventions novel to one field of research or novel in a broad sense? Is a refinement, improvement, or new application of theoretical concepts, approaches or methodologies, instrumentation, or interventions proposed?

- **Approach / Feasibility**

Are the overall strategy, methodology, and analyses well-reasoned and appropriate to accomplish the specific aims of the project? Are potential problems, alternative strategies, and benchmarks for success presented? If the project is in the early stages of development, will the strategy establish feasibility and will particularly risky aspects be managed? If the project involves clinical research, are the plans for 1) protection of human subjects from research risks, and 2) inclusion of minorities and members of both sexes/genders, as well as the inclusion of children, justified in terms of the scientific goals and research strategy proposed?

Additional Proposal Evaluation Considerations

The following additional proposal evaluation considerations will be included in the proposal evaluation process and will be scored by the evaluators as being either satisfactory or unsatisfactory.

- **Scope of Services**

The extent to which the research aims and activities are described clearly, are written in plain English and cover all requirements outlined in this RFP. See Section III of this RFP. The extent to which evidence is provided that the hypothesis, design, and methods are well developed and appropriate and that any potential problems are addressed.

- **Data and Technology**

The extent to which the data driven evaluation mechanism for measuring success is realistic and provides feedback on the results of the proposed research.

- **Budget and Position Schedule/ Staffing***

The extent to which a clear, cost effective and competitive budget is presented using the forms provided in this RFP. See Section V. Job descriptions, hours per week and hourly rates must be provided for all staff assigned to this project on the forms included in Section V. - ATTACHMENTS. CVs (four-page limit) must be provided for the Principal Investigator and for all other professional staff assigned to this project.

- **Environment**

Will the scientific environment in which the work will be done contribute to the probability of success? Are the institutional support, equipment and other physical resources available to the investigators adequate for the project proposed? Will the project benefit from unique features of the scientific environment, subject populations, or collaborative arrangements?

- **Work Plan/Research Plan**

Is the Work Plan a complete, comprehensive description of the goals; research methods/techniques; measures/outcomes; identification of responsible parties and timeframe from start to finish of the research project to be undertaken?

***NOTE:** As part of its evaluation of the Position Schedule/Staffing information, the Screening Committee will consider the proposer's demonstrated commitment to affirmative action, as required by the *Regulations of Connecticut State Agencies* § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with DPH. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the agency's discretion, about the outcome of the evaluation and proposer selection process.

6. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

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II. MANDATORY PROVISIONS

This section of the RFP provides information about the State's mandatory procurement and contracting requirements, including, proposer assurances, the terms and conditions of this RFP, the rights reserved to the State, and compliance with statutes and regulations. The Department is solely responsible for rendering decisions in matters of interpretation of all mandatory provisions.

■ A. PERSONAL SERVICES AGREEMENT (PSA)

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with the following applicable provisions:

A standard template for Personal Services Agreements is maintained by the Department and will include the scope of services, contract performance, reports, terms of payment, budget, and other program-specific provisions of any resulting PSA. The template also includes mandatory terms and conditions.

Note:

Included in the standard template is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

The PSA may be amended by means of a written instrument signed by the Department, the selected proposer (contractor), and, if required, the Office of Policy and Management and the Attorney General's Office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
7. **Presentation of Supporting Evidence.** If requested by the Department, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.

3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFO) on cost from proposers. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

IMPORTANT NOTE: A proposer must complete and submit OPM Ethics Form 5 to the Department with the proposal, or provide evidence said form is filed on-line and available at DAS BizNet available at <http://das.ct.gov/cr1.aspx?page-372>, see Section V. ATTACHMENTS instructions.

4. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

5. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms

IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The Connecticut Department of Public Health (DPH) is the state's leader in public health policy and advocacy. The agency is the center of a comprehensive network of public health services, and is a partner to local health departments for which it provides advocacy, training and certification, technical assistance and consultation, and specialty services, such as risk assessment, that are not available at the local level. DPH is a source of accurate, up-to-date health information used to monitor the health status of Connecticut's residents, set public health priorities, and evaluate the effectiveness of health initiatives. DPH also is a regulator focused on health outcomes, maintaining a balance between assuring quality and administrative burden on the people, facilities, and programs it regulates. The agency is a leader on the national scene through direct input to federal agencies and the United States Congress.

Mission Statement for the Connecticut Department of Public Health

To protect and improve the health and safety of the people of Connecticut by:

- Assuring the conditions in which people can be healthy; and
- Preventing disease, injury, and disability; and
- Promoting the equal enjoyment of the highest attainable standard of health, which is a human right and a priority of the state.

■ B. PROGRAM OVERVIEW

Pursuant to Connecticut General Statute 19a-32c, the Department of Public Health will solicit proposals to provide grants-in-aid for biomedical research in the fields of heart disease, cancer and other tobacco-related diseases, Alzheimer's disease, stroke and diabetes. Eligible applicants include Connecticut-based, nonprofit, tax-exempt academic institutions and hospitals that conduct biomedical research. The Department of Public Health is in the ninth year of this project, and to date has funded forty-seven research projects totaling \$14,436,066. In the current year, there is an additional \$2,696,665 available for distribution through a competitive Request for Proposal process

■ C. MAIN PROPOSAL COMPONENTS

1. Organizational Requirements:

• **Applicant Contact Information**

The proposal must contain the official name, address and phone number of the applicant, the principal contact person for the proposal, and the name and signature of the person (or persons) authorized to execute the contract.

• **Applicant Agency Information**

Please provide the name, title, address, telephone and FAX number of staff persons responsible for the completion and submittal of:

1. Contract and legal documents/forms
2. Program progress reports
3. Financial expenditure reports

• **Legal Status of Agency**

Please indicate whether or not the agency is incorporated, the type of agency applying for funding, the fiscal year for the applicant agency, the agency's federal employer ID number and/or town code number, the applicant's Medicaid provider status and Medicaid number, if any, and if the applicant agency is registered as a Connecticut Minority Business Enterprise and/or Women Business Enterprise.

2. Executive Summary

The proposal must include a two-page summary of the proposed research in lay language suitable for the public and press. Please spell out all acronyms and abbreviations. (Section I.D.4.)

3. Service Requirements/ Scope of Services:

The proposal must describe the research project in its entirety and the scientific environment in which the work will be done, including whether the proposed experiments take advantage of the unique features of the scientific environment, including collaborative opportunities.

4. Staffing Requirements

The proposal must describe the staff assigned to this project, including the extent to which they have the appropriate training and experience to perform assigned duties. Job descriptions, hours per week, and hourly rates must be provided for all staff assigned to this project *on* the Position Schedule form included in Section V.

ATTACHMENTS. CVs (four-page limit) must be provided for the Principal Investigator and for all other professional staff assigned to this project.

NOTE: The proposal must include a completed Workforce Analysis Form, or provide evidence said form is filed on-line, see Section V. ATTACHMENTS instructions.

5. Data and Technology Requirements

The proposal must describe the data driven evaluation mechanism for measuring success and the providing feedback on the results of the research. Contractors must have e-mail, Internet, and conference call capabilities, computer hardware and software for collecting, storing, and managing data, graphing and trending data, generating reports, and designing and producing professional quality publications. *New computer hardware and software may not be included in the project budget.*

6. Subcontractors

If subcontractors will be used in the proposed project, specify the following information for each one:

- Legal Name, Address, FEIN
- Contact Person, Title, Phone, Fax, E-mail
- Services currently provided
- Services to be provided under subcontract
- Subcontractor oversight
- Subcontract cost and term
- Subcontractor qualifications (see Staffing Requirements above)

NOTE: The proposal must include a completed Subcontractor Schedule A--Detail Form for each subcontractor proposed (see Section V. ATTACHMENTS). Subcontractors must also meet the eligibility and qualifying criteria described in RFP Section I.,C. 4. And 5., page 4 herein.

7. Work Plan/Research Plan

a. Work Plan / Research Plan

The proposal must contain a comprehensive and realistic work plan/research plan with measurable objectives, describing the research project to be conducted. ***Both a Work Plan / Research Plan narrative and a detailed Work Plan / Research Plan using the form provided in Section V. ATTACHMENTS of this RFP must be submitted.*** The Work Plan / Research Plan ***narrative*** shall include a comprehensive description of the project with each of the following sections highlighted:

- Hypothesis statement
- Statement of need
- Goals and measurable objectives
- Activities (include staff responsible)
- Evaluation Plan (include staff responsible)
- Significance and impact of the research
- Timetable (the extent to which the proposed research is feasible within the time allotted.)
- Connecticut populations at risk that may benefit from this research, and the magnitude of the population that may benefit.
- Rationale for experiments
- Potential problems and alternative plans

The detailed project Work Plan / Research Plan ***form*** shall be completed in Landscape format, and is limited to four (4) pages, single spacing, and 10 point Arial type. Abbreviations and acronyms must be spelled out the first time

they appear. Complete sentences should be used as applicable. **The work plan/research plan and the project start date will be considered as part of the review criteria for this RFP.**

b. Deliverables

In the course of conducting the agreed upon research activities for the awarded contract, several documents must be produced and delivered immediately upon completion to the DPH Project Manager for approval. These documents, along with the required services, will be the indicators for measuring the performance of the contractor. ***Submission of periodic progress reports must be included as goals in the project work plan form*** described in Section III of this RFP (work plan form is included in Section V. ATTACHMENTS). In addition, principal investigators are required to submit a final report to DPH. Reports shall:

- summarize project activity for the contract period,
- describe progress with reference to scheduled milestones,
- identify any significant scientific developments,
- describe collaborative work,
- describe any problems encountered,

A payment schedule will be determined during the contract negotiation process.

8. Prior experience

The proposal must contain a description of prior research experience pertinent to the research proposed herein; include references; a brief description of the approach to the services anticipated in this project (utilize the project narrative and work plan/research plan sections to elaborate); and your institution hours and their compatibility to accomplishing the requirements of this project. (Complete Prior Experience Form in Section V ATTACHMENTS, **one page maximum single spaced**).

9. Need for Institutional Review Board

Provide a description of need for IRB and anticipated timeframe for IRB approval, if applicable. If IRB is not needed, this should be clearly stated in this section. If animal subjects are to be involved that should be clearly stated.

10. Other Support - Active / Pending

Provide active/pending support for all key personnel. See Section V. ATTACHMENTS for instructions.

D. COST PROPOSAL COMPONENTS

Budget Requirements

1. Budget Narrative with Justification:

The applicant must supply a narrative that describes the elements of the budget, how the budget for the proposal was developed, and the alternatives that were considered.

2. Budget Forms:

The proposal must contain an itemized, twelve month budget with justification for each line item *on the budget forms* included in the Application in Section V. ATTACHMENTS. **Please note that, although the budget and work plan are to be developed for a twelve month period, resulting contracts will be awarded for a two-year period to allow time for startup and unexpected delays in the conduct of funded research.**

All costs (printing, supplies, etc.) must be included in the contract price. **Travel to conferences will not be supported with these funds.** Competitiveness of the budget will be considered as part of the proposal review process. If the budget includes Administrative and General costs, applicants ***must submit a Cost Allocation Plan*** developed in accordance with the State of Connecticut ***Costs Standards*** that supports any requested Administrative and General Costs and provides information necessary to determine the composition of that cost. The Cost Standards are available for review at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994&opmNav_GID=1806. Lower levels of **Administrative and General costs will be looked upon more favorably during the proposal review process.**

Please list additional funding either received or applied for to support this proposal. See Section III, C, 10, above **Other Support** and the Other Support (examples) in Section V. Attachments for instructions.

Where subcontractors are proposed, the subcontractor must meet the *qualifying criteria* described on *page 4* of the RFP (Eligibility). The *selected* Contractor must provide DPH with four copies of any subcontract. All information required of the

contractor must be applied to the subcontractor as well. **Copies of state set aside certifications for small and/or minority business must also be provided.**

Consider the following as applicable to proposal budgeting:

- The maximum amount of the bid may not be increased after the proposal is submitted. All cost estimates will be considered as “not to exceed” quotations against which time and expenses will be charged.
- The proposed budget is subject to change during the contract award negotiations.
- Payments will be negotiated based on time frames and deliverables described in the proposal.
- State agency applicants must include fringe benefit costs in the budget.
- The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal and/or state government. Such taxes must not be included in contract prices.
- The proposed budget must include a justification for each line item, using the Budget Justification Schedule B Form provided in Section V. ATTACHMENTS of this RFP.

IV. PROPOSAL OUTLINE

This section stipulates the required outline that must be followed when submitting a proposal in response to this RFP. Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

	Page
A. Cover Sheet / Applicant Information Form	1/2
(See Section V. ATTACHMENTS - 2 pages)	
B. Table of Contents	3
(See Section I.D.3, Proposal Format. The Table of Contents must conform exactly with this outline.)	
C. Declaration of Confidential Information	Etc.
(See Section I.C.12 for instructions)	
D. Conflict of Interest - Disclosure Statement	
(See Section I.C.13 for instructions)	
E. Executive Summary (2 page maximum, single spaced)	
(See Section I.D.4, Proposal Format)	
F. Main Proposal Narrative of Project (14 pages)	
1. Organizational Profile	
(See Section III.C.1 for instructions)	
2. Scope of Services	
(See Section III.C.3 for instructions)	
3. Staffing	
(See Section III.C.4 for instructions)	
4. Data and Technology	
(See Section III.C.5 for instructions)	
5. Subcontractors	
(See Section III.C.6 and III.D. for instructions)	
6. Work Plan/Research Plan narrative.	
(See Section III.C.7 for instructions)	
G. Cost Proposal	
Budget Narrative with Justification	
(See Section III.D. for instructions)	
H. Appendices	
1. Project Work Plan / Research Plan Form (four pages landscape maximum)	
2. Budget Summary Form	
3. Budget Justification Schedule B Form	
4. Subcontractor Schedule A Detail Form (if applicable)	
5. Position Schedule #2a Form	

6. Project Organization Chart (developed by applicant).

7. Cost Allocation Plan

8. Job Descriptions (developed by applicant).

9. Résumés of Key Personnel (developed by applicant, 4 page maximum per individual)

10. Other Support - Active / Pending (see Section III.C.10 for instructions).

11. Prior Experience Form (see V. ATTACHMENTS for form and Section III.C.8. for instructions).

12. Need for Institutional Review Board / Animal subjects (see Section III.C.9. for instructions).

I. Other Forms

1. Workforce Analysis (May be submitted on-line as described)

2. Notification to Bidders

3. Consulting Agreement Affidavit (May be submitted on-line as described)

V. ATTACHMENTS

■ **A. APPLICATION FORMS:** *The information and forms included in this section are required for submission of a proposal. The included forms must be completed and included in the proposal submission as applicable and directed however item numbers 10 and 12 may be submitted to the State of Connecticut Department of Administrative Services (DAS) Document Vault in accordance with existing procedures and within the statutorily required timeframes. If valid forms have been previously submitted they need not be submitted again but the **proposal** must clearly state that the electronic documents are available for viewing within the DAS Document Vault.*

1. Cover Sheet	21
2. Applicant Information Form (continuation)	22
3. Budget Summary Instructions	23
4. Budget Summary Form.	25
5. Budget Justification Schedule B Form	26
6. Position Schedule #2a Form	27
7. Subcontractor Schedule A Detail Form	28
8. Project Work Plan / Research Plan Form.	29
9. Prior Experience Form	30
10. Other Support	31
11. OPM Consulting Agreement Affidavit	33
12. Notification to Bidders	34
13. Workforce Analysis	35

The remainder of this page is intentionally blank

COVER SHEET**REQUEST FOR PROPOSAL****RFP DPH Log# 2014-0908****Biomedical Research****CONNECTICUT DEPARTMENT OF PUBLIC HEALTH****Applicant Information**

Applicant Agency: _____

Legal Name

Address

City/Town

State

Zip Code

Telephone No.

FAX No.

Email Address

Contact Person: _____ Title: _____

Telephone No: _____

TOTAL PROGRAM COST: \$ _____

I certify that to the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant, the applicant has the legal authority to apply for this funding, the applicant will comply with applicable state and federal laws and regulations, and that I am a duly authorized signatory for the applicant.

Signature of Authorizing Official: _____

Date _____

Typed Name and Title _____

The applicant agency is the agency or organization, which is legally and financially responsible and accountable for the use and disposition of any awarded funds. Please provide the following information:

- Full legal name of the organization or corporation as it appears on the corporate seal and as registered with the Secretary of State
- Mailing address
- Main telephone number
- Fax number, and email address, if any
- Principal contact person for the application (person responsible for developing application)
- Total program cost

The funding application and all required submittals must include the signature of an officer of the applicant agency who has the legal authority to bind the organization. The signature, typed name and position of the authorized official of the applicant agency must be included as well as the date on which the application is signed.

PROJECT INFORMATION

Principal Investigator: _____

Research Project Title: _____

One sentence project description: _____

Applicant Information Form (continuation)

PLEASE LIST THE AGENCY CONTACT PERSONS RESPONSIBLE FOR COMPLETION AND SUBMITTAL OF:

Contract and Legal Documents/Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Program Progress Reports:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Financial Expenditure Reporting Forms:

Name	Title	Tel. No.
Street	Town	Zip Code
Email		Fax No.

Incorporated: ☐ YES ☐ NO

Agency Fiscal Year:

--

Type of Agency: ☐ Public ☐ Private ☐ Other, Explain: _____☐ Profit ☐ Non-Profit

Federal Employer I.D. Number:

--

Town Code No:

--

Medicaid Provider Status: ☐ YES ☐ NO

Medicaid Number:

--

Minority Business Enterprise (MBE): ☐ YES ☐ NOWomen Business Enterprise (WBE): ☐ YES ☐ NO

A. Budget Summary Instructions**1. Position Schedule #2a**

- a. Complete the schedule for all positions to be funded even if currently vacant.
- b. Complete one Position Schedule #2a for each Program/Fund to be included in the Budget.

2. Personnel (lines #1 - #2)

- a. Line #1 **Salary and Wages:** Enter the total salary charged, as listed on Position Schedule 2a.
- b. Line #2 **Fringe Benefits Line:** Enter the total fringe benefits charged, as listed on Position Schedule 2a.

3. Line #8 Contractual (Subcontracts): Provide the total of all subcontracts and complete Subcontractor Schedule.**4. Lines #3 - #7, #9, and #10:** Complete categories as appropriate,**5. Line #11:** Other Expenses are any other types of expense that do not fit into the categories listed.

For example: Equipment. Please note that the state's definition of equipment is tangible personal property with a normal useful life of at least one year and a value of at least \$5,000 or more.

6. Audit Costs: The cost of audits made in accordance with OMB Circular A133 (Federal Single Audit) are allowable charges to Federal awards. The cost of State Single Audits (CGS 4-23 to 4-236) are allowable charges to State awards. Audit costs are allowable to the extent that they represent a pro-rata share of the cost of such audit. Audit costs charged to Department of Public Health contracts **must be budgeted, reported and justified as an audit cost line item within the Administrative and General Cost category.**

7. Administrative and General Costs, Line Item #12

- a. Are defined as those costs that have been incurred for the overall executive and administrative offices of the organization or other expenses of a general nature that do not relate solely to any major cost objective of the overall organization. Examples of A&G costs include salaries of executive directors, administrative & financial personnel, accounting, auditing, management information systems, proportional office costs such as building occupancy, telephone, equipment, and office supplies. Please review the OPM website on Cost Standards for more information at:

http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm.

- b. **Administrative and General Costs** must be itemized on the Budget Justification Schedule. Costs that have a separate line item in the Budget Summary may not be duplicated as an Administrative and General Cost. For example, if the Budget Summary includes an amount for telephone costs, this cannot also be included as an Administrative and General Cost.

8. Other Program Income list any other program income, if appropriate, such as in-kind contributions, fees collected, or other funding sources and include brief explanation on Budget Justification.**9. Multiple Funding Period Contracts:** Please complete a full budget for each Funding Period of the contract, clearly indicating the Period on each form. Absent other instructions, assume level funding for the second year.**B. Budget Justification Schedule B**

1. Please provide a brief explanation for each line item listed on the Budget Summary. This must include a detailed breakdown of the components that make up the line item and any calculation used to compute the amount.

Line Item (Description)	Amount	Justification - Breakdown of Costs
Travel	\$730	1,659 miles @ .44 = \$730.00 outreach workers going to meetings and site visits.

2. For contractors who have subcontracts, a brief description of the purpose of each subcontract must be provided. Use additional sheets as necessary.

**** Please note: If Laboratory Services is a line item on the primary or subcontract budget, please supply a justification as to why a private laboratory is being used as opposed to the Connecticut State Laboratory.*

C. Subcontractor Schedule A--Detail

1. All subcontractors used by each program must be included, if it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided. (Submit the actual detail when it is available). A separate subcontractor schedule must be completed for each program included in the contract. For example: The contract is providing both a Needle Exchange program and an AIDS Prevention Education Program and Subcontractor "A" is providing services to both program there must be a separate budget for Subcontractor "A" for each.
2. Detail of Each Subcontractor:
 - a. Choose a category below for each subcontract using the basis by which it is paid:
☐ A. Budget Basis ☐ B. Fee for Service ☐ C. Hourly Rate.
 - b. Choose whether the subcontractor is a minority or woman owned business:
 - c. ☐ MBE ☐ WBE ☐ Neither
 - d. Provide the detail for each subcontract just as for the primary contract budget referencing the corresponding program of the contract. Detail must be provided for each subcontractor listed in the Summary.

 Note: If space allowed is not sufficient for large or complex subcontract budgets, the primary Budget Summary format may be copied and used instead.

Contractor Name, Contract Number**FUNDING PERIOD: 99/99/9999 to 99/99/9999**

Contract Period: Contract Start Date to Contract End Date

Budget Summary

					Total
1. Salaries & Wages					
2. Fringe Benefits					
3. Travel					
4. Training					
5. Educational Materials					
6. Office Supplies					
7. Medical Materials					
8. Contractual (Sub-Contracts)**					
9. Telephone					
10. Advertising					
11. Other Expenses (list)					
a.					
b.					
c.					
d.					
e.					
f.					
g.					
h.					
i.					
12. Administrative and General Costs					
Total DPH Grant					
Other Program Income					

**Complete Sub-contractor Schedule A

FUNDING PERIOD: 99/99/9999 to 99/99/9999

Budget Justification Schedule B

[illegible]

Position Schedule #2a
FUNDING PERIOD: 99/99/9999 to 99/99/9999
Biomedical/Fund

Position Description and Staff Person Assigned	Project Responsibilities	Hours wk/ wks per Yr	Hourly Rate	Total Salary	Fringe Benefit Rate	Fringe Benefits
1.Position: Name:		/			%	
2.Position: Name:		/			%	
3.Position: Name:		/			%	
4.Position: Name:		/			%	
5.Position: Name:		/			%	
6.Position: Name:		/			%	
7.Position: Name:		/			%	
8.Position: Name:		/			%	
9.Position: Name:		/			%	
10.Position: Name:		/			%	
11.Position: Name:		/			%	
12.Position: Name:		/			%	
13.Position: Name:		/			%	
14.Position: Name:		/			%	
Totals						

***Attach resumes and job descriptions for all Professional Staff**

Subcontractor Schedule A-Detail
Contractor Name, Contract Number

BUDGET PERIOD: 99/99/9999 to 99/99/9999

Contract Period: Contract Start Date to Contract End

#1

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Biomedical			Biomedical	Total
Fund: 35008			SID 40001	
Line Item(s)				
Total Subcontract Amount:				

#2

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Biomedical			Biomedical	Total
Fund: 35008			SID 40001	
Line Item(s)				
Total Subcontract Amount:				

#3

Subcontractor Name:

Address:

Telephone: () (-)

Select One: **A** ☐ Budget Basis **B** ☐ Fee-for-Service **C** ☐ Hourly Rate

Indicate One: ☐ MBE ☐ WBE ☐ Neither

Biomedical			Biomedical	Total
Fund: 35008			SID 40001	
Line Item(s)				
Total Subcontract Amount:				

Project Work Plan/Research Plan Table *(Four page limit)***RFP #2014-0908**

Goal of Experiment	Key Methods of Experiment / Technique Used	Measures of Success or Deliverables	Responsible Party	Timeframe for Experiment (Start Date & End Date)
<p><i>EXAMPLE</i></p> <p><i>Goal 1. To solicit potential subjects for the project or acquire lab animals required for the project.</i></p> <p><i>Goal 2. To identify the XYZ molecule in sample tissue.</i></p> <p><i>Goal 3. To prepare manuscripts for peer reviewed journals.</i></p>	<p><i>The purchase of a newspaper advertisement or purchase of lab animals to obtain project subjects.</i></p> <p><i>Basic organic chemistry analysis shall be performed.</i></p> <p><i>The research data shall be analyzed and interpreted and then described in a report suitable for peer review and publication.</i></p>	<p><i>One hundred subjects are made available for project.</i></p> <p><i>The XYZ molecule is isolated and identified.</i></p> <p><i>The contractor shall have completed all experiments and data analysis leading to publication in top-tier journals.</i></p>	<p><i>John Doe</i></p> <p><i>William Clark</i></p> <p><i>Jane Smith</i></p>	<p><i>5-1-2014 to 10-30-2014</i></p> <p><i>5-1-2014 to 8-30-2014</i></p> <p><i>10-1-2014 to 4-30-2015</i></p>

Note – Four page limit, Spell out all initials / acronyms the first time they are used. Complete sentences and correct grammar are required for the first three columns.

Prior Experience Form – (anticipated services)

1. Describe your experience providing the kinds of services described in the “Services to be Provided” section of the RFP.
2. Provide at least two references (with their telephone numbers) that may be contacted to support your description of your experience in providing these services.
3. Briefly describe the approach to the services you will provide as outlined in the “Services to be Provided” section of the RFP. Use the Work Plan form to elaborate (see Section V of this RFP).
4. Briefly state the hours of operation of your organization and indicate the suitability of these hours to the Services and Deliverables required in this proposal.

OTHER SUPPORT

Program Director / Principal Investigator (Last, first, middle)

Submit only Active / Pending Support for Key Personnel

Provide active support for all key personnel. **Other Support includes all financial resources, whether Federal, non-Federal, commercial or institutional, available in direct support of an individual's research endeavors, including but not limited to research grants, cooperative agreements, contracts, and/or institutional awards.** Training awards, prizes, or gifts do not need to be included.

There is no "form page" for other support. Information on other support should be provided in the *format* shown below, using continuation pages as necessary. ***The header should be the same as the entire application and pages numbered consecutively with the rest of the application.*** The sample below is intended to provide guidance regarding the type and extent of information requested. Note effort devoted to projects must now be measured using person months. Indicate calendar, academic, and/or summer months associated with each project.

Format

NAME OF INDIVIDUAL	Dates of Approved/Proposed Proj.	Person Months
ACTIVE/PENDING		(Cal/Academic/
Project Number (Principal Investigator)	Annual Direct Costs	Summer)
Source		
Title of Project (<i>or Subproject</i>)		

The major goals of this project are...
OVERLAP (*summarized for each individual*)

Examples

ANDERSON, R.R.

ACTIVE

2 R01 HL 00000-13 (Anderson)	3/1/1997 – 2/28/2002	3.60 calendar
NIH/NHLBI	\$186,529	
Chloride and Sodium Transport in Airway Epithelial Cells		

The major goals of this project are to define the biochemistry of chloride and sodium transport in airway epithelial cells and clone the gene(s) involved in transport.

5 R01 HL 00000-07 (Baker)	4/1/1994 – 3/31/2002	1.20 calendar
NIH/NHLBI	\$122,717	
Ion Transport in Lungs		

The major goal of this project is to study chloride and sodium transport in normal and diseased lungs.

R000 (Anderson)	9/1/1996 – 8/31/2002	1.20 calendar
Cystic Fibrosis Foundation	\$43,123	
Gene Transfer of CFTR to the Airway Epithelium		

The major goals of this project are to identify and isolate airway epithelium progenitor cells and express human CFTR in airway epithelial cells.

PENDING

DCB 950000 (Anderson)	12/01/2002 – 11/30/2004	2.40 calendar
National Science Foundation	\$82,163	
Liposome Membrane Composition and Function		

The major goals of this project are to define biochemical properties of liposome membrane components and maximize liposome uptake into cells.

OVERLAP

There is scientific overlap between aim 2 of NSF DCB 950000 and aim 4 of the application under consideration. If both are funded, the budgets will be adjusted appropriately in conjunction with agency staff.

RICHARDS, L.**NONE****HERNANDEZ, M.****ACTIVE**

5 R01 CA 00000-07 (Hernandez)	4/1/1995 – 3/31/2002	3.60 academic
NIH/NCI	\$110,532	
Gene Therapy for Small Cell Lung Carcinoma		

The major goals of this project are to use viral strategies to express the normal p53 gene in human SCLC cell lines and to study the effect on growth and invasiveness of the lines.

5 P01 CA 00000-03 (Chen)	7/1/2000 – 6/30/2002	1.80 academic
NIH/NCI	\$104,428 (sub only)	3.00 summer

Mutations in p53 in Progression of Small Cell Lung Carcinoma

The major goals of this subproject are to define the p53 mutations in SCLC and their contribution to tumor progression and metastasis.

BE 00000 (Hernandez)	9/1/1996 – 8/31/2002	1.80 academic
American Cancer Society	\$86,732	
p53 Mutations in Breast Cancer		

The major goals of this project are to define the spectrum of p53 mutations in human breast cancer samples and correlate the results with clinical outcome.

OVERLAP

Potential commitment overlap for Dr. Hernandez between 5 R01 CA 00000-07 and the application under consideration. If the application under consideration is funded with Dr. Hernandez committed at 3.60 person months, Dr. Hernandez will request approval to reduce her months on the NCI grant.

BENNETT, P.**ACTIVE**

Investigator Award (Bennett)	9/1/1999 – 8/31/2002	9.00 calendar
Howard Hughes Medical Institute	\$581,317	
Gene Cloning and Targeting for Neurological Disease Genes		

This award supports the PI's program to map and clone the gene(s) implicated in the development of Alzheimer's disease and to target expression of the cloned gene(s) to relevant cells.

OVERLAP: None



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Printed Name of Bidder or Vendor	_____ Signature of Chief Official or Individual	_____ Date
	_____ Printed Name (of above)	_____ Dept. of Public Health Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, _____.

**Commissioner of the Superior Court
or Notary Public**

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 46a-68j-43 of the Regulations of Connecticut State agencies, which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 (d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority Business Enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) Who have the power to direct the management and policies of the enterprise; and, (3) Who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans ... (2) Hispanic Americans ... (3) Women ... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians." The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 (11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements.

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-18 of the Connecticut General Statutes, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and,
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30 (10) (E) of the Contract Compliance Regulations.

INSTRUCTION: Bidder must sign acknowledgment below line and return acknowledgment to Awarding Agency along with the bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form.

Signature

Date

On behalf of:

WORKFORCE ANALYSIS

Contractor Name:
Address:

Total Number of CT employees:
Full Time: Part Time:

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Overall Totals (sum of all cols. male & female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Office & Clerical													
Craft Workers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Totals Above													
Totals 1 year Ago													
FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)													
Apprentices													
Trainees													
EMPLOYMENT FIGURES WERE OBTAINED FROM:						Visual Check:		Employment Records		Other:			

1. Have you successfully implemented an Affirmative Action Plan? ☐ YES ☐ NO
Date of implementation:_____ If the answer is "No", explain.

1. a) Do you promise to develop and implement a successful Affirmative Action?
☐ YES ☐ NO ☐ Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-18 of the Connecticut Department of Labor Regulations, inclusive: ☐ YES ☐ NO ☐ Not Applicable Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? ☐ YES ☐ NO Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
☐ YES ☐ NO Explanation:

Contractor's Authorized Signature

Date

■ **B. INFORMATIONAL ATTACHMENTS:** The information and forms in this section are for your reference only. The information contained herein will be required of applicants awarded funding and will be requested during the contract development process. Some of the indicated information may be submitted electronically. **Do not include any of the forms included here with your proposal.**

1. Affirmative Action Contract Compliance Policy Statement	37
2. Nondiscrimination Certification Instructions	38
3. Nondiscrimination Certification	39
4. False Claims Act Compliance Notification	40
5. False Claims Act Policy	41
6. False Claims Act Procedure	44
7. SEEC Form 11 Definitions.	48

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STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner



Dannel Malloy
Governor

AFFIRMATIVE ACTION CONTRACT COMPLIANCE POLICY STATEMENT

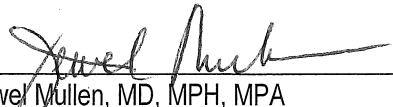
The Department of Public Health (DPH) is an Affirmative Action/Equal Employment Opportunity employer, in compliance with all state and federal laws and shall comply with the Contract Compliance Regulations and CGS 4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. Consistent with the Contract Compliance Regulations of Connecticut State Agencies, Sections 46a-68j-21 through 46a-68j-43, DPH encourages bidders, contractors, subcontractors, and suppliers to:

- Develop and follow a plan of affirmative action to achieve or exceed parity of employment with the applicable labor market
- Develop and follow an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive
- Submit employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the race/sex composition of the workforce in the relevant labor market area
- Develop and follow a plan to set aside a portion of the contract for legitimate minority business enterprises per Section 46a-68j-30(10)(E) of the Contract Compliance Regulations

DPH considers bidders success in these factors in reviewing the bidder's qualifications under the Contract Compliance requirements. Accordingly, any individual or organization that desires to business with DPH shall not:

- Discriminate or permit discrimination against any protected class person or protected group in the performance of contracts
- Engage in discriminatory practices *or* permit discriminatory practices in their workplace
- Cooperate with the Connecticut Commission on Human Rights and Opportunities in all activities
- In all contract solicitations or advertisements state that they are an "affirmative action-equal opportunity employer"
- Must sign a Notification to Bidders Form, and complete a workforce analysis questionnaire necessary for the contract award process

DPH notifies bidders, contractors, subcontractors, and suppliers of this policy and will not knowingly do business with any contractor, subcontractor or supplier of materials who unlawfully discriminates against members of any class protected under state or federal law. Contractors whose overall employment statistics are not reflective of the general employment area may be required to show good faith efforts to ensure that their personnel policies and practices do not have a discriminatory impact.


Jewel Mullen, MD, MPH, MPA
Commissioner, DPH

7/30/2013
Date

Nondiscrimination Certification Instructions

The governing body of your **corporation, company, or entity** must adopt policies and/or pass a resolution adopting and supporting nondiscrimination agreements and warrantees as indicated in the *attached* Certification form.

If an **individual**, you must certify that you will adhere to the required nondiscrimination agreements and warrantees, as indicated in the *attached* Certification form.

Individual Use FORM A	Corporation, Company or Entity <i>Use FORM B (under \$50,000) or FORM C (\$50,000 or more)</i>
For an individual, enter your full legal name and address of residence.	Enter the legal Name and Title of the Authorized Signatory if not already included on the form. This is the person <u>named</u> in the Secretarial Certification as authorized to sign. Alternately, the person authorized to certify the authorized signatory may sign this certification. If this option is chosen, the individual signing the secretarial certification and the nondiscrimination certification should be the same individual.
This does not apply for contracts with individuals.	Enter Corporation / Contractor Name with no abbreviations unless it is legally abbreviated in the charter if not already included on the form. Exception: Corp. is a legal abbreviation.
This does not apply for contracts with individuals.	Enter State or Commonwealth of Incorporation where required if not already included on the form
Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed	Enter the <u>Day, Month, Year</u> on which the certification is signed. This date <u>must be the same or later</u> than the date the Contract is signed
Enter the Signer's Signature.	Enter the Signer's Signature.

IMPORTANT

Name of Signer must be typed **exactly** the same at the beginning of Document as at the end of the Document. Signature must match typed name **exactly**.

It is **not** necessary to have the form notarized unless an area for such appears on the form. Notarization is required, however, if so indicated on the form.

The requirement for notarization exists for contracts including funding in excess of \$50,000 per year.

The enclosed form is an official document approved by the Connecticut Office of Attorney General. Substitute documents are not acceptable.

Any type of correction fluid or tape is not acceptable! ***

*** We can supply additional forms if necessary.

cert.instr. 7/10/09



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Form C
7/8/09

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signature

Printed Name

Sworn and subscribed to before me on this _____ day of _____, _____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

FALSE CLAIMS ACT
COMPLIANCE NOTIFICATION

This Contract requires compliance with The Deficit Reduction Act (“Act”) of 2005, which requires that the contractor or “qualified provider” receiving the contract comply with the Department’s False Claims Act Policy and Procedure as follows:

1. Review, print, and maintain on file the following Department’s False Claims Act Policy and False Claims Act Procedure.
2. Provide appropriate notice of the requirements of the Policy and Procedure by providing copies of the Department’s False Claims Policy and False Claims Procedure to all employees of your organization, including officers and officials as well as subcontractors providing services funded by this Contract, in accordance with the requirements of Section 4.3.3 of the Department’s False Claims Act Procedure.

Do not return the False Claims Policy or False Claims Procedure to the Department. Your signature on the executed Contract confirms your receipt and compliance with the Department’s False Claims Act compliance requirement.

	False Claims Act (Policy)	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
Revision	Description of Change	Author	Effective Date
Basic	Initial Release	Bruce Wallen	05/21/2010

REFERENCE DOCUMENTS	
Document	Title
The Deficit Reduction Act ("Act") of 2005	Section 6032
United States Code (U.S.C.)	Sections 3729-3733
Connecticut General Statutes (C.G.S.)	Section 53a-290 Vendor Fraud
Connecticut General Statutes (C.G.S.)	Section 4-61dd Whistleblower
Connecticut General Statutes (C.G.S.)	Section 31-51m Blacklisting
Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

	<h2>False Claims Act (Policy)</h2>	PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

The Deficit Reduction Act ("Act") of 2005 is the federal government's legislative effort to control spending for entitlement programs, such as Medicaid. The Act seeks to control spending by reducing federal overpayments for prescription drugs and medical services, thereby improving the integrity of federally funded entitlement programs.

2.0 Scope

Section 6032 of the Act states that any entity, such as the Department of Public Health (Department), which receives or makes payments under a state plan approved under Title XIX or under a waiver of such plan, totaling at least \$5,000,000 annually, is required to establish written policies providing detailed information about the False Claims Act ("FCA") and any state false claims laws to all Department employees, contractors and agents. The Department is also required to establish and inform all employees, contractors, qualified providers and agents about the Department's policies and procedures for the detection and prevention of fraud, waste and abuse, the protection afforded to any person who reports an incident of a false claim to a regulatory body (e.g., Whistleblower Protection) and any civil or criminal penalties for false claims.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

<u>"CGMS"</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>"Department"</u>	The State of Connecticut Department of Public Health
<u>"FCA"</u>	False Claims Act
<u>"PFCRA"</u>	Program Fraud Civil Remedies Act

3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.

Employee - means any officer or employee of the entity, contractor, or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

	<h2>False Claims Act (Policy)</h2>	<p>PL-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010</p>
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4.0 Compliance

4.1 False Claim Act

The FCA prohibits any person, firm, corporation or entity from knowingly presenting, or causing to be presented, a false claim or statement to a federally funded program, including Medicaid, or conspiring to defraud the federal government. Any person, company or entity that acts in deliberate ignorance of or with reckless disregard of the truth of such information is considered to have acted knowingly.

The civil penalty for violating the FCA is a fine of not less than \$5,000 and not more than \$10,000 per violation. The person, company or entity may also be fined an additional three times the amount of damages sustained by the federal government. The PFCRA also provides that any person or company that commits fraud by making a false statement or claim can be assessed a penalty of \$5,000 per false claim or statement in addition to the penalties available under the FCA.

A person may bring a civil action for violating the FCA on behalf of said person and the United States government. If the federal government proceeds with an action brought by such person then that person shall receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement. If the federal government does not proceed with the action and the person initiating the action proceeds, then the person bringing the action shall receive a reasonable amount, to be determined by the court, but not less than 25% and not more than 30% of the proceeds of the action or settlement.


The FCA prohibits retaliation by an employer against an employee for bringing a false claim action or participating in such action (Whistleblower Protection). Any employee subject to retaliation by an entity, contractor or agent shall be entitled to all relief necessary to make the employee whole, including but not limited to reinstatement, two times the amount of back pay, interest on back pay and special damages.

4.2 State False Claim Related Acts

Under Connecticut's Vendor Fraud statute it is illegal for a person on his own behalf or on the behalf of an entity, with intent, to fraudulently provide goods or services to a beneficiary or recipient under Title XIX or to fraudulently receive goods or services. Connecticut law also prohibits any vendor from fraudulently providing services or goods for any recipient of General Assistance. The State Whistleblower law provides any employee who reports a suspected violation of state or federal law with protection against retaliation by the employer. State law also prohibits any person, corporation, state or political subdivision from blacklisting any employee.

4.3 Compliance Reporting


All DPH employees, contractors and agents, are required to report fraud, waste and abuse to: The Department of Public Health, Contracts & Grants Management Section, 410 Capitol Avenue, MS#13GCT, P.O. Box 340308, Hartford, CT 06134-0308.

 <p>DPH Connecticut Department of Public Health</p>	<h2>False Claims Act (Procedure)</h2>	<p>PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010</p>
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APPROVAL SIGNATURES		DATE
J. Robert Galvin, M.D., M.P.H. (original signature on file)	Commissioner of Public Health	05/21/2010

REVISION HISTORY			
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Connecticut General Statutes (C.G.S.)	Section 17b-127 General Assistance

	<h2>False Claims Act (Procedure)</h2>	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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1.0 Purpose

This procedure provides guidance to the Department of Public Health on informing all employees, contractors and agents about the Department of Public Health False Claims Policy, PL-CGMS C-001.

2.0 Scope

This procedure applies to all Department of Public Health staff, and officers and employees of contractors, agents, qualified providers and subcontractors funded by the department.

3.0 Definitions and Acronyms

Specialized acronyms and definitions identified in this contract procedure are defined below.

3.1 Acronyms

<u>"CGMS"</u>	The Connecticut Department of Public Health, Contracts & Grants Management Section
<u>"Department"</u>	The State of Connecticut Department of Public Health
<u>"FCA"</u>	False Claims Act
<u>"PFCRA"</u>	Program Fraud Civil Remedies Act
<u>"POS"</u>	Purchase of Service Contract

3.2 Definitions

Claim - means any request or demand, whether under a contract or otherwise, for money or property which is made by a contractor, grantee, or other recipient if the United States government provides any portion of the money or property which is requested or demanded, or if the government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.

Contractor or Agent - means any contractor, subcontractor, agent, qualified vendor, consumer or family member who act as an employer or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of, Medicaid health care items or services, performs billing or coding functions, or is involved in the monitoring of health care provided by the entity.


Employee - means any officer or employee of the entity, contractor or agent.

Entity - means a governmental agency, organization, unit, corporation, partnership or other business arrangement, including Medicaid managed care organizations, whether for profit or not-for-profit, which receives or makes payments, under a state plan approved under Title XIX or under any waiver of such plan, totaling at least \$5,000,000 annually.

Knowing and Knowingly - means that a person with respect to information 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falseness of the information.

Purchase of Service Contract - Previously Human Service Contract, a contract document used to procure direct client services to populations served by the Department over a defined period and for an agreed upon maximum price.

Subcontractor – See "Contractor or Agent" above.

	<h2>False Claims Act (Procedure)</h2>	PR-CGMS C-001 Revision: 1.0 Effective Date: 05/21/2010
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4.0 Process

4.1 Dissemination to the Department's New Employees

- 4.1.1** The Department's Human Resources staff shall present and provide all newly hired Department employees with a copy of the False Claims Act Policy and Procedure during the new employee orientation.
- 4.1.2** Each new Department employee must acknowledge receipt of the False Claims Act Policy and Procedure by signing an acknowledgement that they received it. The acknowledgement shall be maintained in their personnel file.

4.2 Dissemination to the Department's Existing Employees

Each existing Department employee shall receive a copy of the Department's False Claims Act Policy and Procedure and must sign an acknowledgement that they have received it. The acknowledgement shall be maintained in their personnel file.

4.3 Dissemination to Contractors and Qualified Providers

- 4.3.1** CGMS shall include the Department's False Claims Act Policy and Procedure in all POS contracts between the Department and its contractors and agents.
- 4.3.2** Contractors and agents shall inform all employees providing services funded by the contract of the policy and procedure and obtain acknowledgement of receipt.
- 4.3.3** Execution of the contract by a contractor or agent, via authorized signature, shall indicate acceptance of and compliance with the Department's False Claims Policy and Procedure in accordance with Part II, Section C.4, (Terms and Conditions, Contractor Obligations, Federal Funds) of the POS Contract.
- 4.3.4** Contractors and agents under contract with the Department shall inform all subcontractors, providing services funded by the contract, of the policy and procedure and obtain acknowledgement of receipt either via inclusion of a contract term/condition in the sub-contractual agreement as in 4.3.3 above, and execution of such subcontract, or via separate acknowledgement.

5.0 Records

- 5.1** The following records shall be maintained, generated, or updated, and filed by the Department in accordance with this procedure and CGMS record retention requirements and schedules. Contractors shall maintain records according to their established record retention schedules.

Record Name	Responsible	Retention Req.	Location
Employee acknowledgement of receipt of False Claims Policy and Procedure	Human Resources Office	Until employee termination	Employee File
Fully Executed Contract Document	CGMS	3 Yrs. From end date of contract(s)	CGMS Contract File

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.